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Union: **Orleans-Niagara BOCES Educational Secretaries Unit, CSEA, AFSCME, AFL-CIO**

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6634

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

**THE DISTRICT SUPERINTENDENT/CHIEF EXECUTIVE OFFICER
OF THE
ORLEANS/NIAGARA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

AND

**THE ORLEANS/NIAGARA BOCES
EDUCATIONAL SECRETARIES UNIT
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

COVERING

OFFICE PERSONNEL

NOTICE:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

RECEIVED

AUG 24 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Effective Date: July 1, 2003

Ending Date: June 30, 2007

Revised: 7/8/04

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PREAMBLE

Whereas the New York State Public Employment Relations Board in its Case No. C-4370 has certified the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO as the sole and exclusive representative for the purpose of collective negotiations and the administration of grievances for the Orleans/Niagara BOCES Educational Secretaries Unit, Orleans County Local 837, for the following negotiating unit.

Included: Account Clerk/Typist, Senior Clerk, Audio-visual Aide, Payroll Clerk, School Nurses, Health Assistants, Clerk, Secretary I, Keyboard Specialist, Account Clerk, Library Clerk.

Excluded: Secretary to District Superintendent, Secretary II, Senior Account Clerk/District Treasurer, Senior Audio-visual Aide, Computer Operator, and all other employees designated by PERB as managerial or confidential.

The parties now agree to the following:

ARTICLE 1 ASSOCIATION-BOCES RELATIONS

1.1 Managerial and Association Rights

1.1.1 BOCES reserves and retains solely and exclusively all of its inherent rights to manage BOCES except to the extent that they are modified by express provisions of this Agreement or are contrary to law. The sole and exclusive rights of BOCES include but are not limited to: its right to establish, continue, change or abolish any or all of BOCES policies, practices, rules, regulations and procedures as they relate to the operation of its schools and programs; to determine the number, location, hours and type of its operations; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, classification and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in BOCES' operations; to judge the efficiency and competency of employees'; to establish and maintain a job evaluation program; to establish and change work assignments; to select, hire, direct, transfer and promote employees; to layoff employees; to establish, change and enforce rules for the conduct of employees; and to

discipline and discharge employees. Anything which this Agreement requires or permits the District Superintendent to do may be done by person designated by the District Superintendent to act on his behalf.

In addition to the foregoing management rights, the BOCES shall have the sole and exclusive right to establish and enforce standards of dress and attire for members of the bargaining unit during working hours, including but not limited to the right to establish and enforce prohibitions and/or restrictions against wearing t-shirts, short pants, sweatshirts, halter tops, jeans, sneakers and any other attire which does not project professional standards, provided that permission to deviate from the regular standard for a specific instance shall not be withheld for arbitrary or capricious reasons.

- 1.1.2 BOCES shall make available in each complex where employees in the negotiating unit work a bulletin board or a portion of a bulletin board for the exclusive use of the Association in an area in which such employees congregate. On such boards the Association may post announcement of Association meetings and other business or social events, but nothing advocating the election of any person to public office or the adoption of any legislation may be printed thereon.
- 1.1.3 BOCES recognizes the rights of CSEA as the sole and exclusive representative of employees included in the negotiating unit for the purpose of collective negotiations and the administration of grievances as well as all other rights which are inherent to such representative, including but not limited to: the administration of the terms and conditions of employment contained in this Agreement; the representation of employees in all matters affecting their terms and conditions of employment; the pursuit of any such matter it deems has merit to any court, administrative body, agency or board, of competent jurisdiction; the management of its own affairs without interference from BOCES, its agents or representatives; and the right to establish its own goals and objectives.
- 1.1.4 Association membership dues and insurance premiums shall be deducted from the wages of each employee who has voluntarily signed a form authorizing such deduction provided that the form has been delivered to the office of the administrator in charge of the business office not later than the first day of the payroll period prior to the first payroll period in which the deduction for the employee is to be made. Deductions for an individual employee shall continue to be made until and including the payroll period during which the administrator in charge of the business office has received from the employee a written statement signed by him revoking his deduction authorization.

- 1.1.5 The Association shall deliver to the office of the administrator in charge of the business office a written notice, signed by the Association, of the amount of dues and the amount for each CSEA insurance premium to be deducted per payroll period for any or all of the following types of insurance: term life, accident and sickness, and supplemental life. The administrator in charge of the business office shall transmit in one check total amount of dues deducted and in one further check the total amount of CSEA insurance premiums deducted and a list of the employees for whom the deductions were made to the Association within thirty (30) calendar days after each payday on which deductions are made. The Association shall provide BOCES with the name of a designated agency, if any, on the check containing the insurance premium deductions. Said deductions shall be sent to CSEA, 143 Washington Avenue, Albany, New York, 12210.
- 1.1.6 BOCES agrees to provide two (2) spaces on the payroll stub for the deduction of dues and CSEA insurance premiums. One (1) space shall be used to denote the total amount of dues deducted and the other space shall be used to denote the total amount of CSEA insurance premiums deducted.
- 1.1.7 The Association shall hold BOCES harmless against any and all suits, claims, demands and liabilities arising out of an action of BOCES in connection with this Section 1.1.4 through 1.1.6.
- 1.1.8 Within 60 days after the execution of this Agreement, the BOCES shall supply to the Civil Service Employees Association, Inc., the names, addresses, social security numbers, job titles, work locations, membership status, insurance deduction (if any) and date of hire of all members of the bargaining unit.
- Upon request of the Unit President, the BOCES shall supply to CSEA or its authorized representative the name, item number (if any), work location and date of hire of any new employees and a listing of employees who terminate their employment showing the item number (if any) and work location.
- 1.1.9 The District Superintendent may grant representatives of the Association paid leave, with no deduction of accumulated leave credits, for the purpose of attending to Association business. Such leave shall total no more than five (5) days per fiscal year. Such an absence must be requested by the President of the Association, in writing to the District Superintendent, at least ten (10) working days prior to the date on which the requested leave is to occur. The

Association President's request will specify the reason for the proposed leave.

- 1.1.10 An employee who is a CSEA representative shall suffer no loss of pay when s/he is attending grievance meetings or hearings during the employee's regularly scheduled work hours. However, in the absence of the prior agreement of the District Superintendent, no more than one (1) CSEA representative may attend a grievance meeting or hearing without loss of pay. Further, it is mutually agreed and understood that the BOCES is under no obligation to schedule grievance meetings during the working hours of either the employee or the CSEA representative.

1.2 Negotiation of a Successor Agreement

- 1.2.1 The parties agree to begin negotiations for a successor to the Agreement in the last fiscal year of this Agreement following written notice by one party to the other party that it wishes to begin negotiations. Such notice may not be given earlier than February 1st of the last fiscal year of this Agreement. Negotiations will begin approximately fifteen (15) days after the notice is received by the other party. Failure to provide written notice in the last fiscal year of this Agreement shall not constitute a bar to negotiating a successor Agreement. The parties may by mutual consent extend any time limit set forth in this paragraph, provided that any such extension must be evidenced by a written memorandum signed by both parties.
- 1.2.2 At the first and each subsequent negotiations meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesman for the parties.
- 1.2.3 Each party shall inform the other in writing of the name, address and telephone number(s) of its principal spokesman for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokesmen.

1.3 Duration

- 1.3.1 The term of the Agreement begins upon the execution of this document by authorized representatives of the parties and is retroactive to July 1, 2003 at 12:01 a.m. The Agreement ends at midnight on June 30, 2007.

1.4 Definitions

- 1.4.1 "BOCES" means the Orleans/Niagara Board of Cooperative Educational Services and is intended to refer to it as the employing entity. It applies to all persons (e.g., the District Superintendent/Chief Executive Officer, Administrators, Supervisors) and bodies (e.g., the Board of Cooperative Educational Services itself) properly authorized to act on behalf of the BOCES.
- 1.4.2 "Board" means the Board of Cooperative Educational Services itself and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.4.3 "District Superintendent" means the person appointed by the Board/Commissioner of Education to serve on a regular or acting basis as the District Superintendent/Chief Executive Officer.
- 1.4.4 "Association" means the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Orleans/Niagara BOCES Educational Secretaries Unit, Orleans County, Local 837.
- 1.4.5 "Employee" means a person incumbent in a position included in the unit described in the Preamble to this Agreement, but does not mean such a person who is a temporary employee (as defined in paragraph 1.4.16 of this Agreement) or who is regularly scheduled to work less than ten hours per week for the BOCES.
- 1.4.6 "Party" means the BOCES or the Association.
- 1.4.7 "Parties" means the BOCES and the Association.
- 1.4.8 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 1.4.9 "Amendment" means a written change in a term and condition of employment contained in this Agreement which is made during the term of this Agreement by mutual consent of the parties. An amendment to such a term and condition of employment shall only become effective upon the ratification of the amendment by the membership of the Association and the membership of the Board and its execution by the proper officials of the Association and BOCES.
- 1.4.10 "Fiscal year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.

- 1.4.11 "Regular full-time employee" means an employee who is regularly scheduled to work twelve (12) months of the school year and at least thirty (30) hours per week. A regular full-time employee whose hours are involuntarily reduced shall remain a full-time employee. A regular full-time employee who voluntarily reduces his/her hours below twelve (12) months of the school year or thirty (30) hours per week shall be considered a part-time employee. In the case of school nurse or health assistants, regular full-time means regularly scheduled to work ten (10) months of the school year and at least thirty (30) hours per week.
- 1.4.12 "Regular part-time employee" means an employee who is regularly scheduled to work at least ten (10) months of the school year and at least ten (10) hours per week, but less than the hours per week required of a regular full-time employee.
- 1.4.13 "Execution Date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.
- 1.4.14 "Active payroll" refers to the time when the employee is being paid for working or is on paid leave time pursuant to this Agreement as opposed to the time when the employee is on unpaid status such as absent without pay, on unpaid leave or on layoff.
- 1.4.15 "Unit" and "negotiating unit" each mean the employer-employee negotiating unit as set forth in the Preamble to this Agreement.
- 1.4.16 "Temporary employee" means both: (i) an employee hired to replace an incumbent employee who is on leave of absence, is on vacation, or is otherwise unavailable for the performance of his duties; and (ii) an employee hired to fill a position which itself will exist only a temporary basis by reason of the source of its funding or other reasons.
- 1.4.17 "Supervisor" means the employee's immediate supervisor.
- 1.4.18 For purposes of calculating any period of working days specified in this Agreement, "working day" means any day except a Saturday, a Sunday, or a paid holiday specified in this Agreement.

1.5 Amendment and Waivers

- 1.5.1 During the term of the Agreement, the parties agree that they shall not delete, waive or change any provision of this Agreement without first proposing a written amendment; negotiating the deletion, waive or change with the other party if the other party agrees that negotiations should occur; ratifying the negotiated modification; and executing a written amendment which shall be included in and made a part of the Agreement. It is the intent and agreement of the parties that neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement. Nothing in this paragraph shall be construed to preclude negotiations for a successor to this Agreement.

1.6 Interpretation and Legal Effect

- 1.6.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:
- a. A word used in the masculine gender applies also in the feminine;
 - b. A word used in the singular number applies also to the plural;
 - c. This Agreement speaks as of the time it is being applied;
 - d. Each provision in this Agreement is severable from every other provision;
 - e. Language in this Agreement is to be construed as strictly against one party as against any other. It is immaterial which party suggested it;
 - f. Each letter appendix referred to in this Agreement (for example, "APPENDIX A") is a part of this Agreement and is incorporated in this Agreement by reference;
 - g. Giving notice to BOCES means giving notice in writing to the District Superintendent by delivering it to him in person (in which case he shall sign a receipt therefor) or by sending it to him by registered or certified mail or telegram addressed to him at Orleans/Niagara BOCES, 4232 Shelby Basin Road, Medina, New York, 14103;

h. Giving notice to the Association means giving notice in writing to the President of the Orleans/Niagara BOCES Association of Educational Secretaries by delivering it to him in person (in which case he shall sign a receipt therefor) or by sending it to him by registered mail or certified mail or telegram addressed to him at his home address as shown on the books of BOCES;

- 1.6.2 All the agreements which the parties have reached during negotiations are recorded in this Agreement or in Memoranda of Understanding which bear the same date as the Execution Date of this Agreement.

From and after the Execution Date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after such Execution Date and (ii) signed by a duly authorized representative of each party.

- 1.6.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

- 1.6.4 If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties as soon as is reasonably practicable, shall enter into collective negotiations which shall be limited to replacing the invalid provision with a provision that meets the standards of the Public Employees Fair Employment Act in reference to mandatory subjects of negotiations.

- 1.6.5 Neither party is obliged to continue any past practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement.

- 1.6.6 Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement it is the intention of the parties that the provisions of the cited law, rule or regulation shall control, unless this Agreement states otherwise.

ARTICLE 2
EMPLOYMENT YEAR AND WORKING HOURS

2.1 Employment Year

- 2.1.1 The employment year will be from July 1 through the following June 30th.

2.2 Work Schedule (This section does not apply to school nurses or health assistants)

- 2.2.1 The normal workday of a regular full-time employee shall consist of seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour for an unpaid lunch.
- 2.2.2 The normal work week of a regular full-time employee shall consist of five (5) workdays.
- 2.2.3 A paid leave day shall count as seven and one-half (7 1/2) hours as applied to Section 2.2.2.
- 2.2.4 Compensated overtime will be that time which is in excess of forty (40) hours occurring between a Sunday and the following Saturday and which has been requested by the employee's immediate supervisor.
- 2.2.5 The work week/day for part-time salaried employees shall be established by the District Superintendent at the time the position is created.
- 2.2.6 Working hours for hourly personnel will be established by the District Superintendent.
- 2.2.7 Compensatory time may be accrued only on a work needed basis as determined by the employee's immediate supervisor.

Compensatory time will accrue to a maximum of ten (10) hours. Any time worked which exceeds the ten (10) hours accumulation will not be credited.

Each supervisor is responsible to maintain accurate records as to the time and date such compensatory time is accumulated and used.

Compensatory time will not be permitted to accumulate because an individual desires to come in early or leave late on either a "daily" or "intermittent" basis.

2.3 Employment Year for School Nurse and Health Assistant

- 2.3.1 The normal work week/day calendar for nurses and health assistants to follow shall be the same as the Board approved Teacher Calendar. (Nurses/Health Assistants are ten (10) month employees.)
- 2.3.2 The work week/day for part-time salaried employees shall be established by the District Superintendent at the time the position is created.
- 2.3.3 Working hours for hourly personnel will be established by the District Superintendent.

ARTICLE 3 ABSENCE FROM WORK

3.1 Paid Absences

- 3.1.1 There shall be no less than fourteen (14) paid holidays for employees covered by this Agreement. Such days shall be determined by the District Superintendent and the Board of Education. (Note: Nurses/Health Assistants are not covered by this paragraph as they follow the Teachers' Calendar).
- 3.1.2 A regular full-time employee will be credited with one (1) vacation day at the end of each month of service to BOCES plus one (1) additional day at the end of each additional year of service to BOCES up to a maximum of seventeen (17) days to be credited at the end of the sixth year of service. The maximum days that can be credited in a year of service are therefore:

1st year	12
2nd year	13
3rd year	14
4th year	15
5th year	16
6th year	17

Employees must complete the year in order to be eligible for the vacation days listed.

Part-time salaried or hourly employees shall receive a pro-rated portion of the vacation leave schedule outlined above on the following basis:

<u>FTE</u>	<u>Pro-rated Vacation Leave</u>
.5 - .79	half time
.8 - 1.0	full time

Vacation days can be taken at any time requested by an employee and approved by his Supervisor and the District Superintendent provided that the request is made: At least twenty-four (24) hours in advance of a vacation period of less than five (5) working days, at least ten (10) working days in advance of a vacation period of five (5) to twenty (20) consecutive working days. Accumulation of more than twenty (20) working days is not permitted. Days earned beyond that limit are forfeited. If a paid holiday falls when an employee is on vacation, the employee will be paid his holiday pay and that day will not be charged as a vacation day.

- 3.1.3 Regular full-time and regular part-time employees hired on or before the execution of the 1995-1999 Agreement will be credited with eighteen (18) days of sick leave on each July 1st. Nurses and Health Assistants will be credited with fifteen (15) days of sick leave at the beginning of each school year. Nurses and Health Assistants will have two (2) days for the purpose of personal business and any unused personal business days will be added to accumulated sick leave days. Such an employee who begins work at a later time in the fiscal year will be credited when he begins work with one and one-half (1 1/2) days of sick leave for each full month remaining in the fiscal year. Sick leave may accumulate to a maximum of two hundred (200) days. Sick leave may not be taken for periods of less than four (4) hours. Absence for any of the following reasons shall be deducted from accrued sick leave:

1. The employee's own illness;
2. Illness of the employee's husband, wife, father, mother, son, daughter, step-father, step-mother, step-child, father-in-law, or mother-in-law provided that the use of sick leave for this purpose shall not exceed a total of ten (10) working days in any fiscal year.

Employees hired on or after the execution of this Agreement will receive eight (8) sick leave days on each July 1st. Nurses will have two (2) days for the purpose of personal business and any unused personal business days will be added to accumulated sick leave days. An employee who begins work other than the beginning of the fiscal year shall receive a pro-rated share of sick leave as defined herein.

An employee who begins work subsequent to the beginning of the fiscal year will be credited when he or she begins work with two thirds (2/3) of a day of sick leave for each full month remaining in the fiscal year. Such amount of sick leave credited shall be rounded to the nearest half-day.

Payment for time claimed as sick leave for purposes of the employee's illness or the illness of a member of his family as defined in this paragraph 3.1.3 shall be supported by a physician's statement whenever requested by the employee's supervisor for an illness of three (3) or more consecutive days or if the employee is suspected of abusing sick leave. In addition, the District Superintendent may require the employee to undergo a physical examination by a physician selected by the District and at District expense before the employee is paid for sick leave claimed for his illness.

Part-time salaried or hourly employees shall receive pro-rated sick leave on the following basis:

<u>FTE</u>	<u>Pro-rated Sick Leave</u>
.5 - .79	half time
.8 - 1.0	full time

3.1.4 A regular full-time employee or a regular part-time salaried employee who is required to serve on a jury during the hours when normally scheduled to work will be paid for such service at the regular rate of pay provided that he:

1. Reports promptly for regularly scheduled hours of work during which he is not required to be on jury duty;
2. Furnishes to BOCES satisfactory evidence from the court of the jury duty performed;
3. Cooperates with BOCES in obtaining an excuse from jury duty when BOCES so requests.

- 3.1.5 If a regular full-time employee or a regular part-time salaried employee is absent from work because of an illness or injury which is compensable under the Workers' Compensation Law, he shall be allowed paid sick leave during such absence to the extent that he has accumulated sick leave available. When he receives a Workers' Compensation award for such illness or injury, the portion of the Award granted covering the time of his absence from work while he was on paid sick leave shall be surrendered to the BOCES. Upon receipt of that portion of the award, the employee's sick leave accumulation shall be re-accredited with sick leave days in proportion to the ratio between his pay and the amount of the award for the time in question.
- 3.1.6 A regular full-time employee or a regular part-time salaried employee who is subpoenaed to serve as a witness in a proceeding to which neither he nor the Association nor affiliates of the Association is a party during the hours when he would normally be scheduled to work will be paid for such hours at his regular rate of pay provided that he:
1. Reports promptly for regularly scheduled hours of work during which he is not required to be a witness;
 2. Show BOCES the subpoena.
- 3.1.7 An employee may be granted an unpaid leave of absence not to exceed two (2) years for the purpose of caring for an infant child of the employee who is under four (4) months of age at the time the leave begins. The time spent on an unpaid leave of absence will not be counted as service for sick leave, vacation leave, or other benefits based upon length of service. While the employee shall not be eligible to use any benefit while on leave, all time accumulated benefits shall be restored to the employee on return to work. The employee shall, if otherwise eligible, be allowed to continue in the insurance plans available under this Agreement but the employee shall pay the total premium for such participation during the period of the leave. Each monthly premium payment must be delivered to the BOCES' office by the fifth (5th) day of the month or the employee's coverage will be canceled automatically. Application for the leave shall be made to the BOCES through the District Superintendent and shall specify the anticipated beginning and ending dates of the leave. An employee on leave may request in writing an extension of the leave which the District Superintendent may grant, provided that the original and extended periods combined do not exceed a total of two (2) years counted from the first day of leave. Between sixty (60) and ninety (90) days prior to the scheduled conclusion of a child-rearing leave, an

employee on such leave shall confirm in writing (to the District Superintendent) his or her intent to return to work upon the scheduled expiration of the child-rearing leave. Upon the expiration of a child-rearing leave, an employee must return to work and render at least one full year of service prior to being eligible for another child-rearing leave. Upon return from leave, the employee shall be restored to the same position the employee held before the leave began unless the position has been abolished or has been filled pursuant to Section 4.4.2 of this Agreement or Title C of Article V of the New York State Civil Service Law or rules or regulations issued thereunder. Upon return from leave, the employee shall be paid at the rate of pay at which he or she was being paid on his or her last day of work plus any general pay increase granted during the leave pursuant to this Agreement.

- 3.1.8 Employees must submit a request to attend conferences, meetings or workshops at least fifteen (15) days prior to the Board Meeting before the conference, meeting or workshop. Information regarding the cost of attending such conference, meeting or workshop will be submitted with the leave request. The District Superintendent and/or the Board of Education shall determine whether or not the leave is to be granted; and if the leave is granted, the portion of cost to be borne by the Board of Education.

- 3.1.9 Employees covered by this Agreement will be allowed the option to use vacation leave if they are unable to get to work due to inclement weather, but a snow day is not given.

During inclement weather when the District is closed, an employee who arrives at work before 10:00 a.m. shall not have to charge any time against accruals. Similarly, an employee who arrives after ten (10) but before two (2) will only need to charge one-half day against accruals.

If requested by the Association, a labor-management committee will meet and discuss the terms and provisions of this Section 3.1.9.

- 3.1.10 Bargaining unit members may be granted up to two (2) years unpaid leave of absence in order to pursue full time study in their discipline. Such leave may be granted by the Board of Education, subject to the approval of the program by the District Superintendent. There will be

no benefits accrued during the inclusive dates of the leave of absence. However, the employee shall be eligible to remain a member of the District Health Insurance plan providing that premium payment is received in accordance with the rules established by the Board of Education. Seniority shall be restored upon return to full time employment.

ARTICLE 4 PERSONNEL MATTERS

4.1 Filling Job Openings

- 4.1.1 The filling of openings is governed by the Civil Service Law and rules and regulations adopted in conformity with that law.
- 4.1.2 Announcement of a job opening occurring within the negotiations unit due to the creation of a new position, retirement, death or an employee leaving the system, will be posted in all Centers for ten (10) work days. In addition, a copy of such posting matter will be forwarded to the President of the Association. The Union President shall distribute said postings to employees of the bargaining unit through interoffice mail.
- 4.1.3 An employee who desires to be a candidate for a posted job opening will file a written notice with the District Superintendent not later than the last day of the posting period.
- 4.1.4 Jobs shall be filled by the District Superintendent and the Board of Education as established in Article 1, Section 1.1.1 of this Agreement.

4.2 Employee Transfers

- 4.2.1 The District Superintendent and Board of Education maintain the right of assignment/transfer as established in Article 1, Section 1.1.1 of this Agreement.
- 4.2.2 Employees who desire a change in assignment may request consideration for transfer by submitting a written request directly to the District Superintendent. Such written request shall be maintained on file for one (1) year from the date which the transfer was submitted. Employees may at any time within that one (1) year period, withdraw a request for change of assignment.

4.3 Evaluations

- 4.3.1 The employee's immediate supervisor shall provide a written evaluation on an annual basis. A copy of such evaluation shall be presented to the employee for the employee's review. The employee will sign the evaluation noting that he has reviewed the evaluation. The signed evaluation form will be placed in the employee's personnel file in the Central Office. The employee shall have the right to submit a rebuttal to the evaluation. Such rebuttal shall be placed in the employee's personnel file in the Central Office.
- 4.3.2 The personnel file maintained in the Central Office on each employee shall be the only official personnel file maintained by the BOCES, but this shall not be interpreted to prohibit supervisors from maintaining personal files. Employees of the unit may review their official personnel files with the permission of the District Superintendent. Such review must be made during regular working hours and the request for review must be made one (1) day in advance of the day of review. Confidential recommendations will not be available for review. An employee shall be furnished a copy of any reviewable item at a cost to him which is the standard rate normally charged by BOCES.

4.4 Layoffs and Recalls

- 4.4.1 Competitive Class employees. Layoffs and recalls shall be handled in accordance with Civil Service Laws, Rules and Regulations.
- 4.4.2 The following paragraphs have application only to employees in the non-competitive and labor classes who have completed at least six (6) months of continuous service with BOCES.
- 4.4.3 If BOCES decides to reduce the number of employees in a classification to the extent that employees protected by this Section 4.4 would be affected, such employees will be laid off in reverse order of their seniority beginning with the least senior employee. An employee so laid off may displace: (i) any temporary or part time employee in the same classification if he is willing to work the same hours at the same location as the temporary or part time employee, or (ii) any junior employee in a classification in which the laid off employee previously worked for BOCES.

- 4.4.4 Prior to hiring new employees to fill a job opening in a classification from which employees protected by this Section 4.4 have been laid off, such employees who have been laid off from the classification in question for a period not exceeding twenty-four (24) consecutive calendar months shall be restored to the active payroll to fill the job opening in the inverse order of their seniority beginning with the most senior laid off employee. The employer shall notify the employee(s) of his or her recall by registered or certified mail with return receipt requested at the employee's last known address. Such recall notification must be acknowledged by the employee(s) within two (2) working days of receipt. Upon being recalled to a position, the employee shall receive the rate of pay that he or she was receiving when the layoff occurred or if an increase has been provided, such employee shall receive the increase in pay in addition to the aforementioned rate of pay. In addition, the District shall return all leave credits accrued by the employee up to the date of layoffs as well as all other rights enjoyed by the employee prior to the layoff. The leave credits and rights shall be returned immediately upon re-employment.
- 4.4.5 As used in this Section 4.4, an employee's seniority is the length of continuous employment by BOCES. An unpaid leave of absence or a period of layoff which exceeds twenty-four (24) continuous months shall constitute an interruption of seniority and such an employee shall not again acquire seniority until he has been restored to the active payroll as a new employee. An unpaid leave of absence or a period of layoff of less than twenty-four (24) consecutive months shall not constitute an interruption of service, but the period of such unpaid leave of absence shall not be counted toward the seniority of the employee in question.

ARTICLE 5 COMPENSATION

5.1 Basic Pay Rates

- 5.1.1 Each full-time employee shall be paid not less than the minimum rate nor more than the maximum rate, of the wage grade for his classification as set forth in Appendix B.

Effective on or after the ratification of this Agreement, the District can hire a new employee up to but not exceeding three thousand dollars (\$3,000) or twenty percent (20%) over the minimum rates set forth in Appendix B, whichever is greater.

Effective July 1, 2003, the annual salary of each present employee (employed at the time of ratification) who was also covered by this Agreement in effect on June 30, 2003 shall be increased by 4.0%.

Effective July 1, 2004, the annual salary of each employee covered by this Agreement in effect on June 30, 2004 shall be increased by 4.0%.

Effective July 1, 2005, the annual salary of each employee covered by this Agreement in effect on June 30, 2005 shall be increased by 4.0%.

Effective July 1, 2006, the annual salary of each employee covered by this Agreement in effect on June 30, 2006 shall be increased by 4.0%.

The maximum rates set forth in Appendix B shall be increased annually in accordance with the salary increases set forth above. The minimum rates set forth in Exhibit B shall be increased effective July 1, 2004 and July 1, 2006, respectively, in accordance with the salary increases as set forth above to be implemented on July 1, 2004 and July 1, 2006, respectively.

Any employee who has separated or does separate from employment prior to the date on which this collective bargaining agreement, term commencing July 1, 2003, is ratified by both parties, shall not receive any retroactive adjustments either in salary or any fringe benefits.

- 5.1.2 Effective July 1, 2004, such salary increase upon promotion shall not be less than \$1,000 nor greater than \$3,000 per year when an employee is promoted from Wage Grade Three to Wage Grade Two or from Wage Grade Two to Wage Grade One, and such salary increase shall not be less than \$2,000 nor greater than \$5,000 per year when an employee is promoted from Wage Grade Three to Wage Grade One.

- 5.1.3 Longevity pay increments shall be awarded each year to all eligible employees on the following basis.

<u>Continuous Years of Service</u>	<u>Longevity Increment</u>
10 years	\$200.00
15 years	\$250.00

Employees shall be eligible to receive longevity increments effective on July 1 of the year immediately following the year they have completed the benchmark year (10, 15). Such longevity payments shall be made during the first half of the fiscal year.

Longevity shall be reduced to an hourly rate and added to the base salary rate for the purposes of calculating overtime.

Effective July 1, 2006, the chart set forth above in this Section 5.1.3 shall be amended to state as follows:

<u>Continuous Years of Service</u>	<u>Longevity Increment</u>
5 years	\$75.00
10 years	\$200.00
15 years	\$250.00

- 5.1.4 Compensated overtime, as defined in Section 2.2.4, shall be compensated at a rate of one and one-half (1 1/2) times the employee's hourly rate. (The employee's hourly rate shall be determined by dividing the annual salary rate by 52 to determine the weekly rate; then dividing the quotient (weekly rate) by 40 (forty) to determine the hourly rate.)
- 5.1.5 Employees requested to work on a paid holiday as provided by Section 3.1.1 of this Agreement shall be paid one and one-half (1 1/2) times his hourly rate for such work.
- 5.1.6 The BOCES will reimburse employees of the bargaining unit for tuition cost of courses taken, provided the following conditions are met:
1. The District Superintendent has approved the course(s) for tuition reimbursement in advance of the employee's enrollment in the course(s).
 2. The course must be in the employee's discipline.
 3. No more than two (2) courses per semester will be approved.
 4. The employee has presented to the District Superintendent's Office satisfactory documentation that the employee achieved a passing grade in the course.
 5. Tuition reimbursement will be at the State University of New York's rate.

5.2 Pension

- 5.2.1 BOCES will provide, and pay for to the extent required by law, the plan specified by Section 75-l of the New York State Retirement and Social Security Law.

5.3 Health Insurance

- 5.3.1 Health insurance (either single-person, two-person or family coverage, as applicable) will be offered, in accordance with the following terms and provisions, to a unit member employed in either a regular full-time position or a regular part-time position. The BOCES shall have the right to select the health insurance carrier(s), the plan administrator(s) and the health insurance plan(s), as long as the benefits provided are at least equivalent to those provided under the present coverage. The operation of the health insurance coverage shall be governed in all respects by the terms of the plans, rules and policies governing such coverage as issued by the Plan Administrator(s). The BOCES' sole responsibilities with respect to provision of health coverage shall be to: (i) make the coverage available, (ii) provide necessary data on reasonable request, and (iii) pay its contribution to the monthly premiums.

Effective September 1, 2004, for each covered regular full-time employee, BOCES will contribute monthly 97 percent of the single-person coverage premium, the two-person coverage premium or the family coverage premium, whichever applies, for each month during which the employee is on BOCES' active payroll. However, unit members shall be responsible for premium co-payments not to exceed \$195 (single-person coverage), \$300 (two-person coverage) and \$400 (family coverage), annually. For each covered regular part-time employee who is regularly scheduled to work at least fifty percent (50%) of a regular full-time employee's schedule, but less than seventy-five percent (75%) of such a schedule, BOCES will make one-half of the premium contribution that the BOCES would make on behalf a regular full-time employee, if the part-time employee desires the coverage and authorizes the balance of the premium to be deducted from the employee's pay. A part-time employee who works less than fifty percent (50%) of a regular full-time employee's schedule is not eligible to be covered in this health insurance program. Employee premium contributions shall be effectuated through payroll deductions. BOCES premium contributions shall be made only while the employee is on active (paid) status. The BOCES' sole responsibilities with respect to such coverage shall be to: (i) make the coverage available; (ii) provide necessary data on reasonable

request; and (iii) pay its contribution to the monthly premiums as specified in this paragraph.

The BOCES will make available, to eligible employees, either single-person, two-person or family coverage (whichever the employee is eligible for) under the plan adopted by the Orleans/Niagara BOCES School Health Consortium or an equivalent plan as follows:

- 1) Effective September 1, 2004, each covered employee shall be responsible for prescription co-payments of (up to) \$5 for each generic prescription, \$10 for each preferred brand name prescription and \$20 for each non-preferred brand name prescription. Effective September 1, 2004, for prescriptions with a supply exceeding 30 days (but not exceeding 90 days), each covered employee shall be responsible for prescription co-payments of (up to) \$10 for each generic prescription, \$20 for each preferred brand name prescription and \$40 for each non-preferred brand name prescription. Until September 1, 2004, each covered employee shall continue to be responsible for prescription co-payments of (up to) \$0 for each generic prescription and \$5 for each brand name prescription.
- 2) Deductible - Single \$100, Family \$200. Effective January 1, 2004, each employee shall be responsible for payment of an annual deductible of \$200 for single-person coverage and \$400 for family (or two-person) coverage.
- 3) 80/20 Coinsurance Rider with a \$500 single coinsurance payment and a \$1,000 family coinsurance payment, exclusive of deductibles.
- 4) An employee earning below \$18,500 annually will be reimbursed for co-insurance payments made under the plan upon submission of appropriate medical and financial documentation.

- 5.3.2 This Agreement prohibits health insurance enrollment at the District's expense if the subject employee, the employee's spouse or dependent's are covered by comparable coverage by any group health insurance plan. If a husband and wife are both employed by this District, only one (1) health plan for the family will be paid by the District.

For purposes of this section, "comparable coverage" refers to any group health insurance plan with hospital, doctor, major medical coverage, prescription drug rider equal to or better than the Blue Cross/Blue Shield plan offered by BOCES and which has annual

deductibles and co-payments which total no more than one thousand two hundred dollars (\$1,200) for the family plan.

- 5.3.3 The BOCES will enact a Flexible Spending Account for each member of the bargaining unit. The Flexible Spending Account shall have no annual minimum, and the maximum amount which a unit member may set aside each Plan Year for reimbursement of medical expenses is two thousand dollars (\$2,000). The maximum amount which a unit member may set aside each Plan Year for reimbursement of dependent care expenses shall be the maximum prescribed by law.

Effective September 1, 2000, the BOCES shall contribute \$400 per Plan Year to the Medical Reimbursement Flexible Spending Account for each regular full-time employee working twelve months per year. The BOCES contribution shall be pro-rated for ten-month and eleven-month employees as well as regular part-time employees. Effective September 1, 2004, the BOCES shall no longer make any such contributions to Medical Reimbursement Flexible Spending Accounts.

Effective September 1, 2004, the BOCES shall establish a medical reimbursement plan in accordance with Section 105 of the Internal Revenue Code. The BOCES contribution shall be \$450 per plan year for each active regular full-time employee. Effective September 1, 2006, the BOCES contribution shall be \$475 per plan year for each active regular full-time employee. The BOCES contribution shall be pro-rated for employees hired after the beginning of a plan year, and for any employees entering unpaid leave for any part of a plan year. The BOCES contribution shall be pro-rated for ten-month and eleven-month employees as well as regular part-time employees. Unused funds in an employee's account may accrue to a maximum of \$1,500. Unused funds in excess of \$1,500 shall revert to the BOCES. The plan document shall be developed by the BOCES in accordance with the Internal Revenue Code.

- 5.3.4 The BOCES will make available one or more managed care plans (which may include, as examples, a Health Maintenance Organization (HMO) plan, a Preferred Provider Organization (PPO) plan or a Point of Service (POS) plan), which eligible unit members may choose in lieu of traditional indemnity coverage provided for in Section 5.3.1 above.

The BOCES shall pay the full applicable premium on behalf of each unit member enrolled in a managed care plan under this Section 5.3.4, unless the monthly premium for coverage under a managed care plan is greater than the monthly premium that the BOCES would remit on behalf of an enrollee in traditional coverage as provided for in Section

5.3.1 – in which case the BOCES' contribution towards the managed care plan will be limited to the premium amount that the BOCES would remit on behalf of a traditional plan enrollee. If the monthly premium for coverage under a managed care plan becomes greater than the monthly premium that the BOCES would remit on behalf of an enrollee in traditional coverage as provided for in Section 5.3.1, then the unit member will be afforded the opportunity to enroll in the traditional indemnity plan or an alternative managed care plan if such an alternative plan is made available by the BOCES.

The premium contributions of the BOCES on behalf of any member of the bargaining unit hired (with an effective date of employment) after ratification of the collective agreement, term commencing July 1, 2003, shall be capped at and shall not exceed the premium amount payable on behalf of an enrollee in the managed care plan approved by the Orleans/Niagara School Health Consortium (or a comparable managed care plan, if one is made available by the BOCES). Any member of the bargaining unit hired after ratification of the collective agreement, term commencing July 1, 2003, who elects to enroll in the traditional indemnity health plan, shall be required to remit the difference between the premium payable on behalf of a unit member enrolled in the traditional indemnity plan and the premium that would be paid on behalf of the unit member if he or she was enrolled in the managed care plan approved by the Orleans/Niagara School Health Consortium (or a comparable plan, if one is made available by the BOCES). If the monthly premium for coverage under a managed care plan is greater than the monthly premium that the BOCES would remit on behalf of an enrollee in traditional coverage as provided for in Section 5.3.1 above, then the terms and provisions of the preceding paragraph shall control.

Employee premium contributions shall be effectuated through payroll deductions.

The eligibility requirements for health coverage (and BOCES-paid premium contributions) shall be those which are set forth in Section 5.3.1. Unit members meeting the eligibility requirements for health coverage shall select coverage under either the traditional indemnity plan provided for in 5.3.1, or a managed care plan provided for in this section, during the month of June. The election must be received in the Labor Relations office during the month of June, and shall, except as expressly stated elsewhere in this agreement, be binding upon the unit member for the duration of the succeeding fiscal year.

Unit members enrolled in the managed care plan under this Section 5.3.4 shall be provided, at the option of the BOCES, with a managed

care prescription card with participant co-payments of \$5 for each formulary generic prescription, \$10 for each formulary brand prescription and \$20 for each non-formulary brand or generic prescription. Until then, unit members enrolled in the managed care plan under this Section 5.3.4 shall be provided with a managed care prescription card with participant co-payments of \$5 for each in-network prescription (those which are written by participating physicians and purchased at participating pharmacies) and \$10 for each out-of-network prescription (those which are written by non-participating physicians and purchased at participating pharmacies).

If a managed care plan is discontinued or substantially altered, then unit members enrolled in that plan shall be given an opportunity to enroll in either the traditional indemnity plan provided for in Section 5.3.1 or an alternative managed care plan if such an alternative plan is made available by the BOCES.

5.4 Alternative Benefits for Employees Declining District Health Insurance

5.4.1 Employees currently enrolled in the BOCES Health Insurance Plan, and new employees at the time of hire, may elect to forego the Health Insurance Plan in effect at that time. Upon execution of a notarized Health Insurance Waiver (see Appendix C), to be filed prior to June 1 preceding the new school year. Unit members will receive one of the following:

- a. In lieu of coverage by the Orleans/Niagara BOCES Health Plan, full-time employees previously covered or new full-time employees (within twenty (20) days of hire) eligible for a family health insurance policy, may elect to receive \$1,000.00, payable in two (2) payments of \$500.00, less applicable taxes.

1st payment in July:	\$500.00
2nd payment in January:	\$500.00

- b. In lieu of coverage by the Orleans/Niagara BOCES Health Plan, full-time employees previously covered or new full-time employees (within twenty (20) days of hire) eligible for a single health insurance policy, may elect to receive \$500.00, payable in two (2) payments of \$250.00, less applicable taxes.

1st payment in July:	\$250.00
2nd payment in January	\$250.00

5.4.2 Re-entry into the health insurance program shall be governed by the rules of the health insurance plan provided for in this Agreement. Where the employee has elected to forego the BOCES Health Insurance Plan and health insurance coverage ceases to be available due to death of a spouse, divorce, lay-off or loss of spousal coverage, the employee and his/her dependents will be eligible for reinstatement in the BOCES Health Insurance Plan on the following January 1 or July 1, whichever comes first, upon proper written application for such reinstatement prior to such date.

5.4.3 The benefits under this buy-out provision shall be pro-rated for employees hired after July 1, for employees employed for less than twelve (12) months, and for employees working less than full-time.

5.4.4 By filing the Health Insurance Waiver, unit employees agree that they will not seek insurance or drug coverage for the entire fiscal year except as provided by Section 5.4.2.

5.4.5 The unit member must provide proof of health insurance coverage from another source at the time of application for this alternative benefit.

5.5 Health Insurance Upon Retirement

5.5.1 The following plan is in lieu of any and all plans to "buy back" unused sick leave.

5.5.2 Employees taking retirement may continue membership in the BOCES Blue Cross/Blue Shield of Western New York, Inc., or its equivalent during the term of retirement until the individual reaches the age of eligibility to receive Medicare, but charges for such membership must be paid by the individual. A check from the employee to cover such charges must be in the BOCES Business Office by the fifth (5th) of each month during the term of retirement. Failure to have such check in the Business Office by the fifth (5th) will result in the automatic cancellation of Blue Cross/Blue Shield of Western New York, Inc., coverage or its equivalent as provided.

5.5.3 Effective July 1, 1991. If a unit member retires from the service of BOCES pursuant to the New York State Employee's Retirement System and was covered on the effective date of their retirement by a health insurance plan provided pursuant to this Agreement, he will be eligible for continued coverage under a health insurance plan calculated upon the following conversion formula based upon the number of full years of continuous full-time service to BOCES which he had completed as of the effective date of their retirement.

<u>Year's Service</u>	<u>Monthly Coverage</u>
15, but less than 20 years and at least 100 accumulated sick days.	12 months
20 or more years and at least 120 accumulated sick days.	24 months
22 or more years and at least 140 accumulated sick days.	36 months

Retirees (with an effective date of retirement on or after July 1, 2004) receiving health coverage under this Section 5.5.3 shall be required to remit premium contributions in the same amount as those which active members of the unit must remit.

5.5.4 Notwithstanding the provisions of paragraph 5.4.2 above, such continued coverage shall terminate if the retired unit member dies or becomes covered by an employer-paid health insurance plan.

5.5.5 Such continued coverage shall be on a single basis if that was the basis of the unit member's coverage with BOCES on the effective date of their retirement. Such continued coverage shall be on a family basis if that was the basis of the unit member's coverage with BOCES on the effective date of their retirement, but shall be converted to single coverage if and when, during the applicable number of months calculated within the service years stipulated in paragraph 5.5.2 above, any of the following occurs:

- a. The unit member's spouse dies; or
- b. the unit member ceases to be married; or
- c. the retired unit member's spouse becomes covered by an employer-paid health insurance plan with equal or better coverage.

5.5.6 Such continued coverage shall be under the health insurance plan provided by this Agreement or successors thereto as the same may be modified provided, however, that BOCES may substitute coverage under the appropriate "65" coverage when the retired unit member, the retired unit member's spouse, or both become eligible therefor. When a retired unit member who is eligible for coverage pursuant to this section, becomes eligible for Medicare or Medicaid and is required to pay a supplementary premium therefor (either directly or through a

deduction from social security payments), the BOCES will reimburse the retired unit member up to the full amount of such supplementary premium (provided, however, that the total amount paid by the District for the health insurance premium and the supplementary premium reimbursement to such a retired unit member does not exceed the amount paid by the District for the premium for a retired unit member who is not eligible for Medicare and Medicaid) once every three (3) months on presentation to the Business Office of satisfactory written evidence of such payments or deductions for the previous three (3) months.

5.5.7 As used in paragraph 5.5.2 above, the phrase "years continuous full-time service":

- a. Begins on the date when the unit member last began work for BOCES pursuant to a probationary appointment except as spelled out in paragraph 5.5.7 (d) below;
- b. does not include any prior service to BOCES even though it may have been pursuant to a probationary appointment;
- c. does not include any time when the unit member was on a Board of Education approved paid or unpaid leave of absence;
- d. does not include any period of time when the unit member was working on a part-time basis.

5.5.8 Although the time periods referred to in subparagraphs (c) and (d) above do not count as "service" for purposes of paragraph 5.5.2 above, such periods do not interrupt "continuous service" for purposes of that paragraph.

5.5.9 A retired unit member will be eligible for the coverage provided herein only if he gives to the District Superintendent/Chief Executive Officer, not later than January 1st of the calendar year which includes the unit member's effective date of retirement, a written irrevocable resignation because of retirement setting forth the effective date of such resignations because of retirement.

5.6 Miscellaneous Compensation Items

5.6.1 When an employee dies, resigns or is otherwise terminated for any reason, he shall be paid for all earned but unused vacation days at his then current hourly rate, or if he is salaried, daily rate. If the termination results from the employee's death, the payments shall be

made to his estate. All such payments shall be made not later than the second regular payday following the employee's termination.

5.6.2 Payroll for employees working twelve (12) months per year shall be paid in 26 pay periods commencing with the first payroll in July of the fiscal year. Apportionment of unit members' annual salaries among the payroll periods in the fiscal year shall be consistent with recent practice except as agreed upon by the parties. Payroll for employees working eleven (11) months per year shall be paid commencing with the first payroll in August of the fiscal year, except that an eleven-month employee who is required by the BOCES to work during the month of July shall be paid for the time worked during the applicable pay period(s) in July.

5.6.3 The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized for those depository institutions approved by the BOCES Board of Education and transmit said amount to those approved institutions.

Any individual desiring the Board to discontinue deductions for those approved institutions must notify the Board in writing. The deductions shall be discontinued the first pay date following the receipt of such notice by the Business Office.

5.6.4 The Board agrees to enter into a tax-sheltered annuity arrangement with the secretarial staff as per Section 403 (b) of the Internal Revenue Code. Such arrangements shall include salary modification by payroll deduction as authorized by the employee and the execution of annuity application. Such applications and payment will be forwarded to the companies selected by the employees at intervals agreed upon between the BOCES and said companies. The annuity contracts must be submitted to the Business Office by the 1st of the month in any school year, to be effective the second pay period in such month.

The Association shall defend and hold save-harmless the District against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken, or not taken by the District, to comply with the terms of this paragraph.

5.6.5 Adult Education Courses - Regular full-time employees may request permission to attend BOCES adult education programs free of charge. Such request will be filed with the District Superintendent ten (10) working days before the beginning date of the program.

The District Superintendent will decide whether or not the request is to be granted and his decision will be final.

- 5.6.6 The BOCES Board of Education upon recommendation of the District Superintendent, reserves the right to provide additional compensation to employees during the course of this Agreement for services considered exemplary.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Basic Principles and General Provisions

- 6.1.1 A "grievance" can be submitted with respect to any act of BOCES which violates or misapplies a provision of this Agreement.
- 6.1.2 A grievant is: a) an employee, or b) a group of employees who have the same immediate supervisor, or c) the Association who submits a grievance. An employee or such a group of employees must submit a grievance at Step 1. The Association may submit a grievance when (i) the employees who are aggrieved by the act of BOCES in question have more than one (1) supervisor, or (ii) when a right granted by this Agreement to the Association as such (as distinct from a right of an employee or group of employees) has been violated by an act of BOCES. The Association must submit a grievance at Step 2.
- 6.1.3 An employee shall continue to perform his duties even though he may feel himself aggrieved, except when it is determined jointly by representatives of the Association and BOCES that the continuance of those duties would affect the employee's health or safety adversely.
- 6.1.4 It is essential that the time limits set forth in this Article 6 be followed by the parties and the employees. However, the parties may by mutual consent extend any such time limit provided that such extension must be evidenced by a written memorandum dated and signed by an authorized representative of each party. Consent to an extension shall not be withheld unreasonably by either party. If the grievant exceeds a time limit without having obtained an extension, the grievance is deemed barred and need not be further considered by BOCES. If BOCES does not give an answer on or before the last day of a time limit, the grievant may appeal as though the answer had been given on such last day.

6.1.5 The purpose of the grievance procedure set forth in this Article 6 is to provide an exclusive method for resolving a difference which arises out of the misapplication or violation of a provision of this Agreement. Therefore, an employee shall have the choice of either submitting a grievance in accordance with the procedure provided herein or commencing a proceeding before a judicial, administrative or legislative body or person for resolution of the difference. Notwithstanding the foregoing, an employee shall not be precluded from appealing a decision of an arbitrator or administrative, judicial or legislative body or person to a higher authority for review and determination to the extent permitted by law. If BOCES contests the right of a grievant to arbitrate a grievance for any reason other than the grievance is untimely, the employee may revert to another proceeding for resolution of the subject of the grievance.

6.1.6 It is the intent of this grievance procedure to provide for the orderly settlement of a grievance. The resolution of a grievance at the earliest possible step is encouraged.

6.2 Procedure

6.2.1 Step 1: A grievance must be submitted on the form shown in Appendix A of this Agreement by the grievant to his supervisor and the Association representative not later than the tenth (10th) working day after the day on which occurred the act of BOCES which is the subject of the grievance. If that act of BOCES is considered to be a "continuing act", any remedy granted pursuant to this grievance procedure shall not apply to any period of time prior to the twentieth (20th) consecutive working day preceding the submission of the grievance. Notwithstanding the foregoing, the ten (10) working day time limit referred in the first sentence of this paragraph shall be extended by the number of working days during which the grievant is then on a paid or unpaid leave of absence, but such extension shall not be for more than thirty (30) working days. The supervisor has five (5) working days after the day on which the grievance was submitted to answer the grievance in writing. During that five (5) working day period, the supervisor, the grievant and the Association representative shall meet to discuss the grievance if either so requests. Others who have knowledge of the matter shall meet with the supervisor if he so requests. If the grievant is not satisfied with the answer, he has five (5) working days after the day on which his supervisor gave him the answer to appeal the grievance, in writing, to the District Superintendent.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the supervisor's answer.

- 6.2.2 Step 2: Not later than the fifth (5th) working day after the day on which a grievance appeal is received by the District Superintendent, the parties must agree on a date for a Step 2 meeting among the grievant, a representative of the Association, the District Superintendent, and others who have knowledge of the matter. The District Superintendent must answer the grievance in writing, and give a copy thereof to the grievant and the Association representative, not later than the tenth (10th) working day after the day on which the Step 2 meeting was held. If the grievant is not satisfied with the answer, he has five (5) working days after the day on which the District Superintendent gave him the answer to appeal the grievance in writing to the Board of Education by delivering it to the District Superintendent's office.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the answer of the District Superintendent.

- 6.2.3 Step 3: Not later than the fifth (5th) working day following the first regularly scheduled meeting of the Board of Education after the day on which a grievance appeal is received by the Board of Education, the parties must agree on a date for a Step 3 meeting among the grievant, a representative of the Association, the Board of Education and others who have knowledge of the matter. The Board of Education must answer the grievance in writing and deliver a copy of the answer to the grievant and to the Association representative not later than the tenth (10th) working day after the day on which the Step 3 meeting was held.
- 6.2.4 Step 4: If the grievance is not satisfied with the Board of Education's answer, the Association has fifteen (15) working days after the day on which it received the answer to appeal the grievance in writing to arbitration. The Association shall send to the District Superintendent a copy of its written appeal to arbitration.

Unless the parties mutually agree otherwise, each grievance must be appealed to arbitration in a separate arbitration proceeding. The written appeal to arbitration must be to the American Arbitration Association ("AAA") and must specifically identify the grievance to be arbitrated. The Association must request the AAA to send to the Association and to the District Superintendent a list of twenty (20) names of arbitrators available to hear the grievance. Within ten (10)

working days of the date on which each party receives the list, each shall return its copy to the AAA with all names which are unacceptable to the party crossed off and the remaining names, if any, numbered in order of the party's preference. The AAA shall then name to be arbitrator the person shown on the two (2) lists as having the highest common acceptability to the parties. If the AAA determines that the parties have not mutually accepted an arbitrator from the list, the AAA shall send to each party a second list of twenty (20) names and the foregoing process will be repeated. If the AAA determines that the parties have not mutually accepted an arbitrator from the second list, the AAA shall name an arbitrator to serve, but he shall not be a person who was on either of the lists.

The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that such Rules do not conflict with this Agreement.

The advisory arbitrator shall limit his or her recommendation to an interpretation of the provisions of this Agreement.

The advisory arbitrator shall decide only the grievance submitted.

The arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement.

The advisory arbitrator shall be without power to make any recommendation contrary to the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.

The recommendation of the arbitrator shall be advisory.

The fees and expenses of the arbitrator shall be shared equally by the parties. If either party desires a verbatim transcript of the proceedings, it shall cause the same to be made, shall furnish a copy thereof to the arbitrator and to the other party, and shall pay for the same. If both parties desire such a transcript, they shall share the cost of the arbitrator's copy and shall each pay for its own copy. All other costs occasioned by the arbitration shall be borne by the party which incurs them.

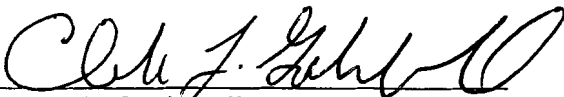
ARTICLE 7
DISCIPLINE AND DISCHARGE

- 7.1 The BOCES shall appoint a hearing officer to conduct hearings in accordance with Section 75 of the Civil Service Law who is not an administrative employee of the BOCES or its components.

SUBSCRIPTION

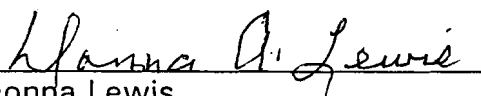
In witness of the foregoing, the authorized representatives of the Orleans/Niagara Board of Cooperative Educational Services and the Association of Educational Secretaries have signed their names below on the Execution Date written below.

FOR THE ORLEANS/NIAGARA BOARD
OF COOPERATIVE EDUCATIONAL
SERVICES:



Clark J. Godshall
District Superintendent

Date: August 11, 2004

FOR THE ASSOCIATION
OF EDUCATIONAL
SECRETARIES:


Donna Lewis
President

Date: Aug. 3, 2004


Dean L. Adams, Labor Relations
Specialist, CSEA, Inc.

Date: 8/5/04

APPENDIX A
GRIEVANCE FORM

To: _____ (Supervisor's Name)

Date submitted to Supervisor: _____

(1) Who is grieving*:

Name: _____

Classification: _____

(2) What BOCES did or failed to do that the grievant(s) object to:

(3) Date on which occurrence took place: _____

(4) Each and every paragraph of the Agreement which the grievant(s) claim was violated by BOCES' action or failure to act:

(5) Action the grievant(s) believe BOCES should take to remedy the foregoing situation:

Grievant's signature: _____

Date submitted: _____

*If there is more than one (1) grievant, the same information must be listed and each must sign on an attached sheet, except where the Association is considered to be the grievant. In such case, the Association President shall act as signatory for the grievance.

APPENDIX A
(Reverse Side)

NOTE: THIS SIDE FOR BOCES USE ONLY

1. Date of BOCES act claimed to have violated Agreement: _____
2. Date grievance form received by supervisor: _____
3. Date of Step 1 meeting, if any: _____
4. Date of Step 1 answer (copy attached): _____
5. Date appeal received by District Superintendent: _____
6. Date of Step 2 meeting, if any: _____
7. Date of Step 2 answer (copy attached): _____
8. Date appeal received by Board of Education: _____
9. Date of Step 3 meeting: _____
10. Date of Step 3 answer (copy attached): _____

APPENDIX B
WAGE GRADES

Grade 1: Classifications Included: Secretary I-Level 1 *

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Minimum	\$22,429	\$23,326	\$23,326	\$24,259
Maximum	\$40,052	\$41,654	\$43,320	\$45,053

Grade 2: Classifications Included: Secretary I-Level 2 **, Account/Clerk Typist, Payroll Clerk, Account Clerk and School Nurse

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Minimum	\$21,178	\$22,025	\$22,025	\$22,906
Maximum	\$38,619	\$40,164	\$41,771	\$43,442

Grade 3: Classifications Included: Keyboard Specialist, AV Aide, Health Assistant, Library Clerk and Clerk

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Minimum	\$19,929	\$20,726	\$20,726	\$21,555
Maximum	\$37,186	\$38,673	\$40,220	\$41,829

* Secretary I-Level 1 -- Serving Level 3 Administrators (Supervisors)

** Secretary I-Level 2 -- Service Level 4 Administrators (Coordinators)

Rates do not include longevity increment(s).

School Nurse, Health Assistant, or any other ten-month employee's increase will be 10/12ths of the above amounts.

APPENDIX C

HEALTH INSURANCE WAIVER

BY EXECUTING THIS APPLICATION
I WAIVE MY ELIGIBILITY FOR COVERAGE
UNDER THE BOCES HEALTH INSURANCE PLAN.

I hereby for myself, my heirs, executors and administrators, waive my rights to BOCES-provided health insurance coverage pursuant to the Collective Bargaining Agreement(s) between the Orleans-Niagara BOCES and the Orleans-Niagara BOCES Educational Secretaries Unit.

I understand the RISK inherent in electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the Orleans-Niagara BOCES and/or the Orleans-Niagara BOCES Educational Secretaries Unit and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance is in effect, I may not re-enter any BOCES provided insurance plan until the following school year (July 1), except as may otherwise be provided in my Collective Bargaining Agreement.

I have read the above waiver and the applicable contractual provisions in the Agreement between the Orleans-Niagara BOCES and the Orleans-Niagara BOCES Educational Secretaries Unit and I fully understand the terms of the contract and this waiver.

✓ Signed in the presence of a Notary Public ✓

Employee's Signature

Date

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC

COVERAGE

Family ☐ Two-Person ☐ Single ☐
Original - Personnel File / Copy - Health Insurance File / Copy - Business Office / Copy -
Employee

APPENDIX D
LETTER OF UNDERSTANDING RE:
EXTENDED SICK LEAVE AND EMERGENCY LEAVE

Date:

BOCES and the Association agree that extended sick leave and emergency leave of the "Policies Relating to clerical staff 1978-79, 1979-80" as set forth below, shall continue in effect during the life of the 2003-2007 Agreement. This appendix shall also apply to School Nurses and Health Assistants.

1. Upon application to the District Superintendent and action of the Board of Education, additional sick leave not to exceed 75% of the number of days of unused accumulated sick leave credited to the employee as of the conclusion of the school year immediately preceding that in which the application is made will be granted, provided that the employee submits satisfactory medical evidence that he or she is medically unable to work. The District Superintendent may require that the employee submit updated medical evidence periodically thereafter, for as long as the leave continues.
2. Any employee who exhausts his sick leave allowance and any extensions thereof shall be eligible for sick leave without pay or any other benefits for a definite period of time not to extend beyond the end of the school year in which he makes application but subject to renewal upon further application for an additional year, upon approval of the Board.
3. The employee may continue membership in the BOCES Blue Cross/Blue Shield plan during the term of the leave, but charges for such membership must be paid by the individual. A check from the employee to cover such charges must be in the BOCES Business Office by the fifth (5th) of each month during the term of the leave.

Emergency Leave

1. Salaried Personnel

Emergency leave with pay may be granted for reasonable periods to meet individual or family emergencies. Written request is to be filed with the District Superintendent, in advance, if possible, or as soon as practical if the need is not anticipated. Such emergency leave may consist of: Death in the immediate family (husband, wife, child, mother or father, or anyone who has acted in that capacity, stepchild, stepmother, stepfather, brother, sister, mother-in-law, father-in-law, grandparent, or anyone living in the immediate family unit), birth of a child, surgical operation to a member of the immediate family performed in a hospital, doctor, dentist, or hospital visit other than routine for immediate family illness, witness or defendant in court, or pall bearer or other similar occurrence, subject to the discretion of the District Superintendent. If any such leave exceeds five (5) days per occurrence, the District Superintendent shall refer the matter to the next regular meeting of the Board.

With the exception of emergency personal leave granted for either death in the immediate family or court appearance required by compulsory legal process, emergency personal leave shall be deducted from the employee's accrual of paid sick leave. However, emergency personal leave shall not be counted towards or deducted from family illness leave as provided for in Section 3.1.3(2).

2. Hourly Personnel

Personnel hired at an hourly rate of pay are considered to be filling temporary positions and are thus not eligible for emergency leave provisions.

If it should be determined by the District Superintendent that an individual working at an hourly rate is employed on a full-time equivalent basis, it shall be his prerogative to apply emergency leave credit in the same manner as provided for salaried personnel.

